(Ky.) 572. It has been said, however, that there is a different rule when the reward is offered by statutory authorization. See *Drummond* v. *United States*, 35 Ct. Cl. 356; *Broadnax* v. *Ledbetter*, 100 Tex. 375, 378, 99 S. W. 1111, 1112. Such a distinction can only be supported on the ground that the legislature intended that the reward should be paid to any one performing the designated act regardless of his knowledge of the offer. The legislature can, of course, make such a provision; but it is submitted that it is not to be presumed without clearer language than that of the statute in this case. *Smith* v. *Vernon Co.*, 188 Mo. 501, 87 S. W. 949. As to the question of whether in the principal case there was sufficient compliance with the terms of the offer; though the reward was offered for "arrest and conviction," its real object was to prevent the murderers from repeating their crime; and this object was attained. The growing trend of authority is to construe the terms used here liberally. *In re Kelly*, 39 Conn. 159; *Wilmoth* v. *Hensel*, 151 Pa. St. 200, 25 Atl. 86; *Moseley* v. *Stone*, 108 Ky. 492, 56 S. W. 965. But see *Williams* v. *West Chicago R. Co.*, *supra*.

DAMAGES — MEASURE OF DAMAGES — RECOVERY FOR BREACH OF WARRANTY AFTER RESALE OF SEED. — The defendant sold to the plaintiff a quantity of cucumber seed for purposes of resale, warranting it to be of a certain variety. The seed was resold, and, when planted, produced a crop of an inferior variety of cucumbers. The plaintiff, although he has not yet been sued by the sub-buyer, and has neither paid nor adjusted the latter's claim, now sues for breach of warranty. *Held*, that he can recover the difference in value between the crop actually produced and an equal crop of the warranted variety. *Buckbee* v. *P. Hohenadel, Jr., Co.*, 224 Fed. 14 (C. C. A., 7th Circ.).

Where the seller has notice of the buyer's intention to resell the goods warranted, the buyer can recover any damages which he has been compelled to pay to a sub-buyer to whom the goods were resold with a warranty. *Reggio* v. *Braggiotti*, 7 Cush. (Mass.) 166; *Reese* v. *Miles*, 99 Tenn. 398, 41 S. W. 1065. See 3 SUTHERLAND, DAMAGES, 3 ed., § 675; 2 MECHEM, SALES, § 1834. Now as the wrong in breach of warranty consists in the sale of the defective goods, the buyer may sue immediately and recover nominal damages without proving substantial injury. *Vogel* v. *Osborne*, 34 Minn. 454, 26 N. W. 453. See *Hammar Paint Co.* v. *Glover*, 47 Kan. 15, 27 Pac. 130. Accordingly, in an action for breach of warranty of title, the better view is that the buyer may sue at once and recover prospective damages though he has not been dispossessed. *Grose* v. *Hennessey*, 13 Allen (Mass.) 389. The case of breach of warranty of quality is analogous, and the buyer who has resold the goods may recover for the liability incurred although no claim has been made against him by the sub-buyer. *Randall* v. *Raper*, E. B. & E. 84; *Muller* v. *Eno*, 14 N. Y. 597. See *Passinger* v. *Thorburn*, 34 N. Y. 634, 639. Nor are the damages in the principal case too conjectural, for the plaintiff is clearly liable to the sub-buyer. See WILLISTON, SALES, § 615. And the measure of damages there laid down is the one usually adopted. See 21 HARV. L. REV. 286.

ELECTIONS — CONSTITUTIONALITY OF STATUTE PROVIDING FOR PREFERENTIAL VOTING. — The constitution of Minnesota guarantees to all electors the right to vote "for all officers . . . elective by the people." A statute authorized preferential voting at certain municipal elections. The plaintiff, a voter of the city, contests the election of the defendant under this statute. *Held*, that the statute is unconstitutional. *Brown* v. *Smallwood*, 153 N. W. 953.

On the same facts and under a similar constitutional provision, *held*, that the statute is constitutional. *Orpen* v. *Watson*, 93 Atl. 853 (N. J.).

For a discussion of the principles involved in these cases, see NOTES, p. 213.

EQUITY — JURISDICTION — WRIT OF *NE EXEAT* WHERE NO PECUNIARY CLAIM INVOLVED. — On *habeas corpus* proceedings, a mother was awarded the custody of her minor child and ordered to allow the father to have access to the child at a specified place and at stated times. In disobedience of the decree she left the state, taking the child with her. Upon her return, the father applied for a writ of *ne exeat* against her, until she should purge herself of the contempt and should fully respond to any order which the court might make touching the custody of the infant. *Held*, that the writ should be issued. *Palmer* v. *Palmer*, 95 Atl. 241 (N. J.).

For a discussion of the case and the use of this writ, see NOTES, p. 206.

EQUITY — LIMITATION OF ACTION — EFFECT OF DELAY ON PLEDGOR'S RIGHT TO RECLAIM. — The defendant was the pledgee of certain stock certificates which were transferred to his name. The pledgor became insolvent, and subsequently his assignee paid the debt, but did not reclaim the stock, which remained in the defendant's possession for twenty-eight years thereafter. Then the first assignee's successor brought a bill in equity to recover the shares. The defendant's demurrer to the bill was sustained. *Held*, that the decree be affirmed. *Wehrle* v. *Mercantile National Bank*, 221 Mass. 585.

On payment of the debt the defendant became trustee of the stock, for though his beneficial pledge interest was cut off he retained the legal title. *Thomas* v. *Van Meter*, 62 Ill. App. 309; *Merrifield* v. *Baker*, 91 Mass. 29. See JONES, PLEDGES, 2 ed. §§ 151–153, 558. Since the defendant never claimed to hold the certificates adversely to the pledgor's rights, there was, strictly speaking, no termination of the trusteeship. *Haney* v. *Legg*, 129 Ala. 619. See 2 PERRY, TRUSTS, 3 ed. §§ 863–865; 2 STORY, EQUITY JURISPRUDENCE, 13 ed. § 1520 *a*. But such a trusteeship, implied from the preëxisting pledge relationship, contains no idea of permanency, for the substantial right of the beneficiary is that the trust should be ended by a transfer to him of the legal title. See 3 POMEROY, EQUITY JURISPRUDENCE, 2 ed. § 1030. It follows, therefore, that the *cestui* has an immediate equitable claim which he must assert within a reasonable time, whereas an express trust not repudiated by the trustee remains unaffected by the passage of time. *Hendrickson* v. *Hendrickson*, 42 N. J. Eq. 657. See *Riddle* v. *Whitehill*, 135 U. S. 621, 634. Where claims remain so long unasserted as in the principal case, equity, on the ground that the facts have become irremediably blurred, refuses to aid the tardy claimant. *Gilmer* v. *Morris*, 80 Ala. 78; *Waterman* v. *Brown*, 31 Pa. St. 161; *Kare* v. *Burnham*, 206 Pa. St. 330. See 2 STORY, EQUITY JURISPRUDENCE, 13 ed. § 1520 *a*. That time works havoc with facts in human minds is a vital consideration which outweighs the apparent injustice of the refusal in the principal case to order restoration of the shares held in trust.

EVIDENCE — *CORPUS DELICTI* — NECESSITY FOR DIRECT PROOF. — In a trial of two prisoners for murder, the evidence consisted of that given by accomplices and, in respect to one of the accused, of a confession also. The body of the deceased, who had disappeared a year before the arrest of the accused, was unidentified, only a few small bones having been found. *Held*, that there was not proper evidence upon which to convict either of the accused. *Rex* v. *Tshingwayo*, 1915, South African L. J. 86.

The doctrine that the death in trials for homicide must be proven either by inspection of the body or by direct evidence of the killing, may be traced to expressions used by Sir Matthew Hale and Lord Stowell which were not intended to assert a general proposition. See 2 HALE, PLEAS OF THE CROWN, 290. *Evans*